

State of Hawai'i
DEPARTMENT OF LAND AND NATURAL RESOURCES
Division of State Parks
Honolulu, Hawai'i 96813

October 9, 2009

Board of Land and Natural Resources
State of Hawai'i
Honolulu, Hawai'i

SUBJECT: Establishment of a Volunteer Curatorship Agreement for Russian Fort
Elizabeth State Historical Park, Waimea, Kaua'i

The Curator Program was initiated in 1987 by the State Historic Preservation Division (SHPD) and the Division of State Parks to encourage community involvement in the care and management of historic and cultural sites on State-owned properties. Over the years, the program has expanded to include natural resources in the parks, such as botanical gardens and wetlands. The curator responsibilities have also evolved to include interpretation, assistance with visitor services, and site restoration. There are currently ten (10) curator organizations statewide assisting with cultural sites in the parks and another four (4) organizations assisting with natural resources in parks on Maui and O'ahu. In 2005, other community groups expressed interest in assisting with parks that have both resources and recreational facilities. This resulted in a similar volunteer program called the Kokua Partnership Program. There are currently 5 Kokua Partnership agreements, including Diamond Head State Monument and Ka'ena Point State Park.

Russian Fort Elizabeth was declared a National Historic Landmark in 1962 and the State purchased a 17-acre parcel encompassing the site to establish Russian Fort Elizabeth State Historical Park in 1972. The park is located at the mouth of the Waimea River and provides an entry into Waimea Town on the Westside of Kaua'i. Initial park development in 1976 included the construction of the restroom, parking lot, and entry road. Additional improvements in 1989 involved the building of a kiosk with interpretive signs, an interpretive walkway and brochure for a self-guided visit, and landscaping around the *mauka* side of the fort structure. Limited park staffing and resources have restricted regular maintenance to the facilities and the entry area with little maintenance of the historic site.

The West Kaua'i Business and Professional Association (WKBPA) worked with State Parks in 2007 to develop an application for a grant from the Hawaii Tourism Authority (HTA) Natural Resources Program. The grant was awarded and the WKBPA has initiated a Visual Enhancement Program at the site which involves the removal of vegetation along the riverbank and highway to open the view corridors to and from the historic site. They will be submitting another application to HTA to continue this work around the fort and in other portions of the historic park in 2010.

WKBPA is a not-for-profit 501(c)3 organization that incorporated in 1984 and is comprised of community members and businesses from Kekaha to Ele'ele on the Westside of Kaua'i. Their mission is to stimulate the economies of their business districts and to retain the heritage of their individual communities and the Westside. The current work being conducted at Russian Fort Elizabeth by WKBPA demonstrates their commitment to improving the historic site and enhancing the experience for visitors. They have prepared a concept paper that outlines their goals and projects at the park over the next several years, including routine workdays to maintain the work being conducted with the HTA grant, update and expand interpretive materials for visitors, and improve and expand park facilities, including the installation of picnic tables and walking paths.

WKBPA has requested a curatorship agreement and to partner with State Parks on revitalizing the park to make it worthy of its designation as a National Historic Landmark and to serve as an attractive and historically-linked entry into Waimea Town. In 2007, the annual visitor count to Russian Fort Elizabeth was estimated at 80,000 and WKBPA hopes to enhance the visitor experience by maintaining the site, installing new interpretive materials, and making the site more attractive for passive recreational use by residents and visitors..

RECOMMENDATION:

State Parks encourages community involvement and assistance with the care, management, maintenance, and interpretation of the resources in the parks through the Curatorship and Kokua Partnership programs. The West Kaua'i Business and Professional Association has indicated a willingness to carry out their responsibilities as volunteers in Russian Fort Elizabeth SHP and to work closely with State Parks to insure that the guidelines established in the agreement are followed. State Parks recommends that the Board grant approval for DLNR to enter into a 5-year agreement with WKBPA to allow the WKBPA to serve as a Curator and carry out projects and improvements at Russian Fort Elizabeth SHP as stipulated in the agreement.

Respectfully submitted,



DANIEL S. QUINN
State Parks Administrator

APPROVED FOR SUBMITTAL:



LAURA H. THIELEN, Chairperson

Attachment: Draft Curatorship Agreement for Russian Fort Elizabeth SHP

**STATE OF HAWAI'I
DEPARTMENT OF LAND AND NATURAL RESOURCES
DIVISION OF STATE PARKS**

CURATORSHIP AGREEMENT

THIS AGREEMENT, executed on the respective dates indicated below, is effective as of _____, 2009, between the STATE OF HAWAI'I (hereafter "STATE"), by its Chairperson of the Board of Land and Natural Resources, whose address is 1151 Punchbowl Street, Honolulu, Hawai'i 96813, and West Kaua'i Business and Professional Association (also referred to herein as "CURATOR" and "WKBPA"), by Michael Faye, Coordinator, whose address is 9691 Kaumuali'i Highway, Waimea, Hawai'i 96796.

BACKGROUND

Russian Fort Elizabeth State Historical Park was established and set aside to the Division of State Parks as a historic site for park purposes in 1972. The park encompasses 17 acres at the eastern mouth of the Waimea River (Attachment 1). In 1976, park improvements included the construction of a comfort station and paved parking lot. Additional improvements in 1989 included an interpretive trail, kiosk, and signposts to accompany a brochure and self-guided tour.

When Captain James Cook arrival at Waimea in 1778, a large *heiau* named Pa'ula'ula and residential compound for the Waimea *ali'i* were located on the eastern bank of the Waimea River. With the shipwreck of a Russian-American vessel at Waimea in 1815, Georg Anton Shaeffer, on behalf of the Russian-American Company, came to Waimea and made an agreement with Kaua'i King Kaumuali'i to build a fort. The roughly circular fort measuring about 300 feet in diameter consists of massive, 12-foot high, rock-faced, dirt berm walls with star-like projections on the seaward side that resembles European fort designs of the 17th Century. Construction of the fort was initiated in 1816 by the Russians using Hawaiian labor and stacked rock wall construction. Under the Russians, the fort was named Elizabeth after the wife of Russian Czar Alexander I. When the Russians were expelled from Kaua'i in 1816, Kaumuali'i oversaw the completion of the fort construction by 1817. He occupied the fort and renamed the site Fort Hipo. Within the interior of the fort wall were adobe and wooden structures, including officer's quarters, barracks, guardroom, armory and magazine, and flagstaff. The Hawaiian military continued to use the fort until 1864 when it was officially dismantled and abandoned.

Sugarcane cultivation has occurred around the exterior of the fort wall for the past 100 years. The fort site was declared a National Historic Landmark in 1966 and the State of Hawai'i acquired the 17 acres in 1970. The area between the fort and the highway has been landscaped with an open grassed lawn, but much of the site consists of a kiawe forest.

INTRODUCTION

The STATE is the owner of Russian Fort Elizabeth State Historical Park (hereafter "park"). This Curator agreement for assistance with the maintenance, management, interpretation, and restoration of park resources and facilities is in the public interest and serves a public purpose. The arrangements made herein with the CURATOR will help improve and maintain the park and historic site for public use and will provide reasonable and appropriate recognition and gratitude to the CURATOR on account of the significant labor and improvements its members are contributing to preserve and improve this 17-acre park for the use and benefit of all.

THE AIM OF THE STATE OF HAWAII'S CURATOR PROGRAM

The aim of the curator program developed by the Division of State Parks and the State Historic Preservation Division is to:

1. Better maintain significant cultural and natural resources and protect them from vandalism, natural factors, and unintentional human actions that will damage these resources.
2. Provide the State's citizens greater access to view and understand the importance of Hawai'i's natural and cultural resources, and their significance to the State's past history and natural environment.

It is the role of the CURATORS to help protect the sites and resources under their jurisdiction and to help provide public access for all the State's citizens. The CURATOR is not the owner of the site and cannot restrict access. The CURATOR shall not disseminate information or install interpretive devices on the site without the prior approval of State Parks. The CURATOR cannot undertake site improvements unless these tasks are covered in the curatorship agreement or in later amendments to each agreement. These constraints are extremely important to ensure that the sites are properly protected and are properly interpreted -- thereby benefiting all the citizens of the State.

CURATOR RESPONSIBILITIES

The CURATOR will assist the STATE with the maintenance, management, and interpretation of designated areas within Russian Fort Elizabeth SHP as follows:

1. WKBPA will coordinate all actions and activities undertaken in the execution of this curatorship agreement with State Parks.
2. The CURATOR will designate a volunteer supervisor(s) who is subject to approval by State Parks. The supervisor will submit completed agreement fact sheet (Attachment 2) and all participants must submit a completed State Parks' volunteer waiver form (Attachment 3).
3. The CURATOR will submit an annual report of its activities and volunteer hours performed under this agreement to State Parks.
4. The CURATOR will organize and conduct regular workdays to maintain the park grounds. Because the park contains historic sites, consultation shall occur with the State Parks archaeologists on correct methods and procedures. Site work may include:
 - a. Removal of weeds and vegetation debris from the park grounds and fort site.
 - Weeds within the fort and on the fort walls will not be pulled to avoid any rock and soil disturbance. Weeds may be cut and herbicided. Any climbing on the fort wall for maintenance purposes must be done with care and caution to protect the rock wall.
 - Cut debris will be chipped and either used on-site in the park or transported off-site.
 - There is to be no burning within the park.
 - Weed-eaters, machetes, lawnmowers, chainsaws, and other hand tools may be used when and where appropriate.
 - A herbicide with dissipation properties such as Round-up, may be used to control weeds and vegetation growth. Any herbicide used by the river and ocean shall comply with Department of Health, Clean Water Branch requirements.
 - The specifics of the vegetation removal shall be discussed on-site with a STATE representative prior to initiation of the agreement.
 - b. Large vegetation removal projects should be done in coordination with State Parks.
5. The CURATOR may prepare and implement a plan to restore the natural and cultural landscape and stabilize erosion areas with the planting of vegetation in the park. A planting or landscaping plan shall be prepared by the CURATOR and reviewed and approved by State Parks prior to implementation.

6. The CURATOR may prepare and install interpretive devices and displays, contingent upon approval of specific interpretive plans by State Parks and State Historic Preservation Division (SHPD) in accordance with §13-277, HAR.
7. The CURATOR may provide educational and interpretive programs and visitor services in the park, including leading interpretive tours of the park area, and preparing and distributing brochures, contingent on approval of interpretive materials by State Parks and the State Historic Preservation Division.
8. The CURATOR may assist State Parks with various management projects, such as the designation of preferred roads and trails through the park for visitors.
9. The CURATOR may install passive park facilities, such as benches and picnic tables, with State Parks approval and in compliance with a park plan.
10. The CURATOR may sponsor volunteer projects in addition to their regular maintenance responsibilities but State Parks must approve and shall be notified 5 working days in advance of volunteer projects. A permit may be required for any activity involving over 25 individuals.
11. The CURATOR is required to assist in coordinating volunteer efforts that may be forthcoming from other organizations or individuals. Such other groups or individuals may participate in curator activities without being required to become a member of the WKBPA organization. The CURATOR will seek ongoing involvement of the local community, potentially affected private landowners, and relevant organizations.
12. The CURATOR may propose amendments to this agreement to undertake other tasks. Depending on the scope of the proposed amendments, approval by the BLNR or its Chairperson may be necessary. Upon approval, the amendments will become a part of this agreement.
13. Use of the park by the CURATOR shall be in accordance with all of the Rules and Regulations of the Division of State Parks (Hawai'i Administrative Rules Title 13, Chapter 146), the Conservation District (Hawai'i Administrative Rules Title 13, Chapter 5) and all other applicable rules and regulations of the Department of Land and Natural Resources as well as all other applicable rules, regulations and permit requirements of the County of Kaua'i, State of Hawai'i and Federal Government, including requirements under HRS Chapter 343 concerning environmental and cultural review prior to any actions that would trigger this chapter.

14. The CURATOR will periodically monitor the condition and integrity of natural resources, historic properties, and their respective settings at the park. Where possible, attempts shall be made to prevent vandalism and damage. Should any damage be discovered, the CURATOR will notify State Parks as soon as possible.
15. Additional work may be done by mutual agreement between the STATE and the CURATOR.

SPECIAL CONDITIONS

The CURATOR shall not:

1. Conduct or permit commercial activity, including the sale of any items or advertising of commercial products, to be conducted in conjunction with the partnership and maintenance of the site;
2. Undertake or permit fund raising activities at the site;
3. Permit participants to possess, display, use or consume alcoholic beverages or illegal drugs at the site;
4. Permit any temporary or permanent residence to occur at the site;
5. Cause any significant disruption to normal park usage.
6. Undertake site improvements unless these tasks are covered in this agreement or in later amendments to each agreement.

RESPONSIBILITIES OF THE STATE

1. DLNR, in its sole discretion, will continue to manage and be responsible for the area covered by this agreement and may issue permits, including commercial permits, conduct archeological and other research and other investigative activities, install interpretive devices and regulatory signs, and implement management plans. DLNR will consult with the CURATOR on these activities.
2. State Parks agrees to provide the CURATOR with information relating to the park, including but not limited to archaeological and historical information, surveys conducted of archaeological sites or features, draft environmental impact assessments and statements, and plans regarding existing or proposed future uses of lands within the park.
3. The assistance of State Parks may be requested by the CURATOR for large clearing and hauling projects and with herbiciding. Such requests should be coordinated between the CURATOR, the State Parks Kaua'i District Parks Superintendent, and the State Parks Archaeologist.

4. In accordance with §6E-7 and 8, HRS, and §13-275, HAR, State Parks shall be responsible for obtaining concurrence from the State Historic Preservation Division to proceed with proposal under this agreement that could have an effect on historic properties in the park and for submitting for review and approval any reports or plans.
5. The CURATOR will be notified and consulted on proposed activities in the park. The Curator may be given the opportunity to assist in work at the park done by the DLNR or approved by the DLNR.

RESTRICTIONS ON THE PARTNER'S ROLE

1. The CURATOR may not undertake tasks, which are not specified in this agreement. The CURATOR may propose amendments to this agreement to undertake other tasks at the park. These proposed amendments must be approved by the Board of Land and Natural Resources or its designee.
2. It must be emphasized that failure to get approval of additional tasks will likely lead to the revoking of this agreement and the potential pursuit of civil or criminal penalties under sections 6E-11, 6E-11.5, or 6E-11.6, HRS, if historic properties are damaged or altered without prior approval of the department.
3. It is the role of the CURATOR to help protect the park resources covered by this agreement and to help provide public access for all the State's citizens. The Curators are not the owner of the park and cannot restrict access.

CHECKS TO INSURE PROPER MAINTENANCE

1. The CURATOR and STATE through the Division of State Parks will agree on a schedule for when volunteer work will be performed. The STATE will monitor the progress of the maintenance and maintain close communication with the CURATOR. The CURATOR will notify the STATE if a schedule change is necessary.
2. The STATE will make a minimum of two (2) field checks per year to see that proper maintenance is being done. If it is determined that proper maintenance is not taking place, the STATE will notify the CURATOR in writing of the problem(s) and will provide suggestions to correct the problem(s). The CURATOR will be allowed a reasonable time to correct the problem and if they fail to correct the problem, the STATE may revoke this agreement.

CHECKS TO INSURE PROPER SAFETY

1. The CURATOR agrees to perform its volunteer services in a safe and reasonable manner. It is the CURATOR's responsibility to become acquainted with the procedures and tools necessary to perform these tasks and to monitor the actions of their group of volunteers.
2. Prior to commencement and periodically throughout the agreement, the CURATOR will conduct safety briefings with their volunteers to ensure that they are aware of any potential safety hazards. The CURATOR will have all volunteers sign liability waivers and instruct all volunteers in the proper method of performing their tasks.
3. The STATE through the Division of State Parks is available to assist safety presentations and proper measures of performing the work. An on-site evaluation can be scheduled prior to the commencement of this agreement.

COORDINATION OF ACTIVITIES

The CURATOR shall designate a person to coordinate with the STATE on the activities under this agreement. The CURATOR shall be responsible for transmitting to the STATE the names of the individuals who will be performing services under this agreement.

INDIVIDUAL MEMBERS, VOLUNTEERS AND INVITEES OF KOKUA PARTNER

The members, volunteers and invitees of the CURATOR who perform the CURATOR's responsibilities under this agreement will be deemed to be volunteers for purposes of Chapter 90, HRS. As such, these persons when acting as volunteers are entitled to be regarded as "employees of the State" solely for the purposes of chapter 662, HRS.

TERM & MODIFICATION OF AGREEMENT

The term of this agreement is for five (5) years after its effective date. Either party may terminate this agreement after providing the other party with thirty (30) days written notice. This agreement may be amended only in writing signed by both the STATE and the CURATOR.

PUBLICITY

During the term of this agreement, the STATE may post a sign or signs that recognize the contributions of the CURATOR to the improvement of the park.

COMPLIANCE WITH LAW

The CURATOR shall comply with all applicable federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the CURATOR's performance of this agreement.

PARK RULES

The rules of the Hawai'i state park system which are set forth in Hawai'i Administrative Rules, Title 13, Subtitle 6, chapter 146, shall apply to the fullest possible extent to the implementation of this agreement.

IN VIEW OF THE ABOVE, the parties execute this agreement by their signatures, on the dates below, to be effective as of the date first above written.

STATE

**WEST KAUA'I BUSINESS &
PROFESSIONAL ASSOCIATION**

(Signature)

(Signature)

Laura H. Thielen
(Print Name)

(Print Name)

Chairperson
Board of Land & Natural Resources
(Print Title)

(Print Title)

(Date)

(Date)

APPROVED AS TO FORM:

Deputy Attorney General

Approved by the Board of Land and Natural Resources at its meeting held on _____

ACKNOWLEDGMENT

STATE OF _____)

: SS.

_____ COUNTY OF _____

On this _____ day of _____, 20____, before me appeared _____, to me known, to be the person described in and, who, being by me duly sworn, did say that he is the _____ of _____, the CURATOR named in the foregoing instrument, and that he is authorized to sign said instrument on behalf of the _____, and acknowledges that he executed said instrument as the free act and deed of the _____.

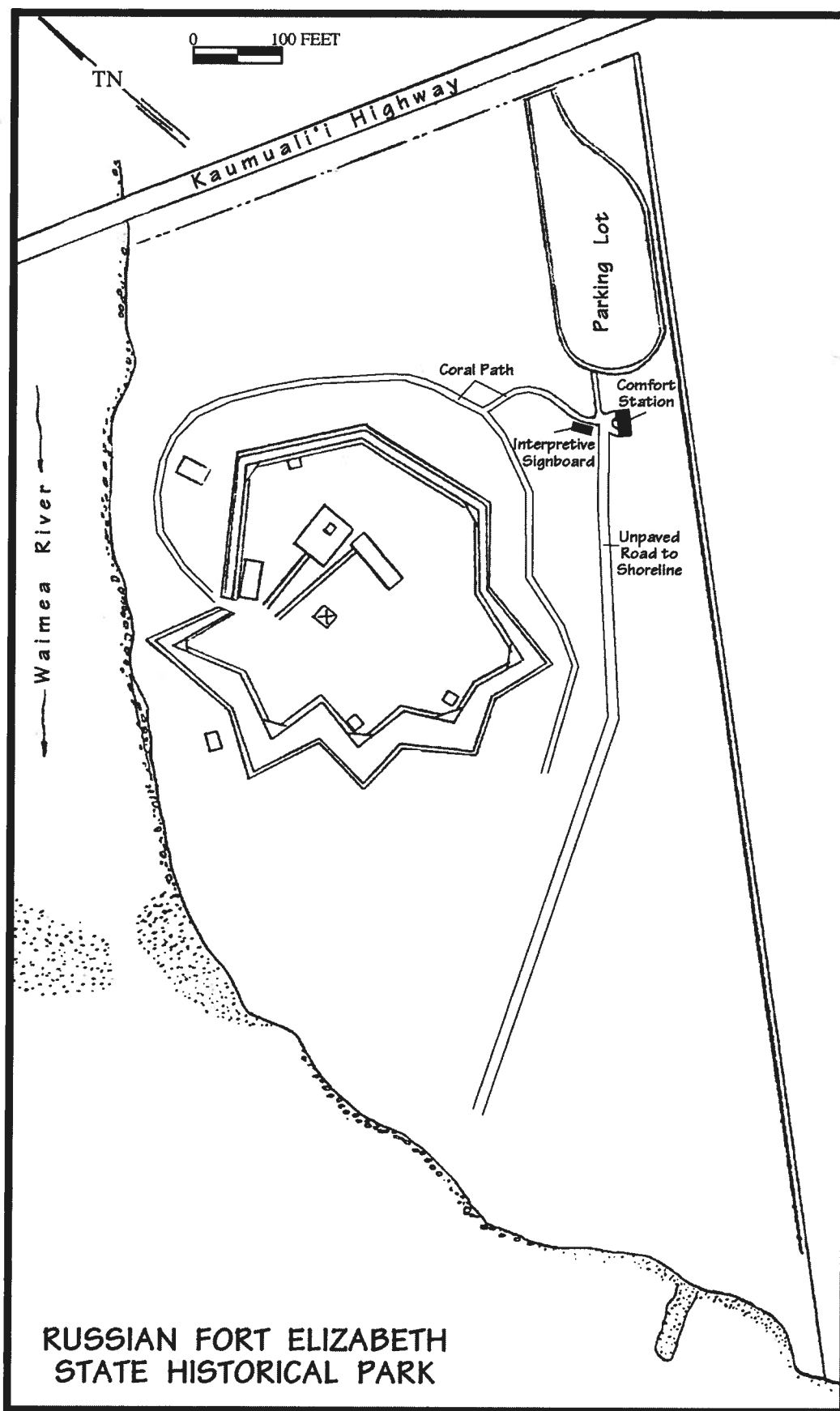
(Signature)

(Print Name)

(Notary Seal)

Notary Public, State of _____

My commission expires: _____



ATTACHMENT 1

Curatorship area corresponds to the boundaries of Russian Fort Elizabeth SHP.

PARTNERSHIP AGREEMENT FACT SHEET & VOLUNTEER WAIVER

Park/Site: _____

Name of Group or Organization: _____

Designated Volunteer Supervisor(s) and their contact numbers:

1. _____

2. _____

If you are a 501(C-3) non-profit, please include your ID number and date of incorporation:

ID No.: _____ Date: _____

Date of Agreement: _____

List members who are regularly involved in curator activity and titles if applicable:

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

9. _____

10. _____

11. _____

12. _____

Work Schedule:

Emergency Contacts (list names, telephone, pager or cellular numbers, in priority order):

1. _____

2. _____

STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
AGREEMENT FOR INDIVIDUAL VOLUNTARY SERVICES

NAME: _____ PHONE: _____

ADDRESS: _____

DURATION OF AGREEMENT: START: _____ END: _____

I understand that I will not receive any compensation for the above work and that volunteers are NOT considered to be employees of the State of Hawaii for any purpose other than tort claims, and I understand that volunteer service is not creditable for leave accrual or any other employee benefits. I also understand that either the State of Hawaii, or I may cancel this agreement at any time by notifying the other party. I acknowledge that there are inherent risks and dangers associated with this activity and in particular have noted those risks listed below.

I understand that I will be assisting the State of Hawaii/Department of Land and Natural Resources in taking care of Hawaii's natural and cultural resources. I will be responsible for my equipment and supplies. I will be responsible for all aspects of the actual work project, and the safe use and proper care of hand tools including, but not limited to: Machetes, Saws, Hand Axes, Pry bars, Sled Hammers, Gardening and Painting Equipment.

I am in good physical shape, and will be self sufficient while at the work project site. I have informed the State, of any mental, physical and/or medical conditions that may increase the risk of harm to myself or others while engaging in the activities described in this document. I understand I should wear footwear with good traction and should have clothing suitable for work in both rainy, wet, and hot, dry conditions, when working in the field. I understand that the duration of the project may be less than eight hours in length, however, in the even of inclement weather the work day may be either shortened or extended at the discretion of the State. These and other activities will be taking place in potentially remote areas. I am aware that there are inherent risks and dangers associated with field work. They include but are not limited to:

• gusty winds	• paint, fuel and oil fumes
• sharp and or slippery rocks	• thorny plants/potentially dense vegetation
• stinging or biting insects and spiders	• lack of reliable communication
• portable or no bathroom facilities	• no telephones
• steep drop-offs	• work on, in or near water
• no potable (drinking) water	• wet and slippery roads
• rugged terrain	• herbicides
• sharp tools	• work in a hunting area
• lack of medical facilities	• steep and slippery trail and river crossings
• wild animals	• flash floods
• harsh weather conditions, ranging from hot and humid to wet and cold	• diseases caused by water, air, or animal vectors

I agree to hold harmless and indemnify the State of Hawaii, its officers, agents, employees, and other volunteers from any activities as a volunteer or the activities of the State of Hawaii, its officers, agents, employees or other volunteers.

I understand I am also signing on behalf of any minor that is under my care during the duration of the volunteer activity. I further agree that I will be responsible either for personally supervising the minor or for making arrangements for the supervision of the minor by another responsible adult.

I hereby volunteer my services as described above, to assist the State of Hawaii/ Department of Land and Natural Resources in its authorized work.

Signature of Volunteer
(or Minor's guardian)

Date

Minor's Name(s): _____

Based upon the above agreement and understanding, the State of Hawaii agrees, while this arrangement is in effect, to accept your services as a volunteer.

Laura H. Thielen, Chairperson and Member
Board of Land and Natural Resources